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අති විශේෂ EXTRAORDINARY

අංක 1434/20 – 2006 මාර්තු 01 වැනි බදාදා – 2006.03.01

No. 1434 /20 – WEDNESDAY, MARCH 01, 2006

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CA/Plantation/03/2005.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Kurunegala Plantation Limited, C/o. Plantation Management Monitoring Division, Ministry of Plantation Industries, 55/75, Vauxhall Lane, Colombo 2 of the one part and Ceylon Estates Staffs' Union, No. 6, Aloe Avenue, Colombo 3 and the National Estates Services Union, No. 60, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya of the other part on 23rd September, 2005, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo. 05.
10th February, 2006.

Collective Agreement No. 29 of 2005

COLLECTIVE AGREEMENT – OFFICERS-IN-CHARGE (OICS)

The Collective Agreement entered in to between Kurunegala Plantation Limited, of C/o. Plantation Management Monitoring Division, Ministry of Plantation Industries, 55/75, Vauxhall Lane, Colombo 2 of the First Part and The Ceylon Estates Staffs' Union, No. 6, Aloe Avenue, Colombo 3 and the National Estates Services Union, No. 60, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya of the Second Part, made and entered into on this twenty third day of September, two thousand and five.

Witnesseth as follows:

1. **Title.** – This agreement shall be known as the Plantation Management Companies Collective Agreement for Officers in Charge (OICs) of Coconut Estates.

2. **Employers Covered and Bound.** – This Agreement shall bind Kurunegala Plantations Limited for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. **Employees Covered and Bound.**— This Agreement shall cover and bind the members of the aforesaid Unions who are employed by Kurunegala Plantations Limited on monthly contracts of employment and in respect of whom salary scales are prescribed in the First Schedule hereto.

4. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace, any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour, in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. **Date of Operation and Duration.**— This Agreement shall be effective from the 1st day of August, 2004 and shall thereafter continue in force, unless terminated by either party giving notice in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other until after 31st July, 2009.

6. **General Terms and Conditions:**

- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
- (ii) Grading of employees covered shall be at the discretion of the Employer.

7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period six months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer shall have the right to terminate without notice or assigning reasons therefore.

8. **First Appointment.**— No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at Work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions**

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employer shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to made them eligible.
- (ii) Where an employee acts in a senior capacity over a period of six months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand (Rs. 1,000) per mensem.
- (iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries, Cost of Living Allowance and Arrears.**— (1) The salaries payable to the employees covered and bound by this Agreement with effect from 1st August, 2004, shall be in accordance with the salary scales set out in Schedule I hereof.

- (i) With effect from 1st August, 2004, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 15% of the monthly salary payable to such employee as at July, 2004, and he shall thereafter be placed on the corresponding point in monetary terms in the salary scale applicable to his grade as set out in Schedule I hereof. In the event of there being no such corresponding point, the employee shall be placed on next higher point on such scale.

The conversion of salary points is set out at Schedule II hereof.

- (ii) With effect from 1st August, 2006, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 7 1/2% of the monthly salary payable to each such employee as at July, 2006, and each such employee shall thereafter be placed on the corresponding or next higher point on the salary scale set out at Schedule I hereof in the same manner as provided at Sub-clause (I) above.
- (iii) With effect from 1st August, 2008, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 5% of the monthly salary payable to each such employee as at July, 2008, and each such employee shall thereafter be placed on the corresponding or next higher point on the salary scale set out at Schedule I hereof in the same manner as provided at Sub-clause (I) above.
- (iv) The Cost of Living Allowance will continue to be paid from September, 1998, at Rs. 1/64 per point where the Colombo Consumers' Price Index exceeds the figure for the month of July, 1988, *i.e.* 2,323.8.
- (v) In the case of OIC/Storekeepers who are presently entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive their allowances at the rate of 10% of the salary drawn by them. The allowances shall cease to be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
- (vi) An employee covered by this agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 31st July, 2004, will be entitled to a sum representing the immediate increase received by the employee in terms of Sub-clause (I) above multiplied by fourteen (14) by way of notional wage arrears in respect of the period 01st August, 2004 to September, 2005. Contributions to the EPF and ETF and to the Medical Fund in respect of each employee shall however, be made in respect of this notional payment. This payment shall not be taken into account for any other consequential benefits.
- (vii) (a) Employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances depending on the Grade to which they belong:

Officer-in-Charge	- Rs. 1,120.00
Senior Officer-in-Charge	- Rs. 1,200.00

- (b) In the event of any person not occupying quarters provided by the employer, such person shall be liable to disciplinary action.

12. *Hours of Work and Overtime*

- (i) The working week shall be six days of forty-eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty-eight hours per week or Ten hours per day shall be deemed to be overtime.
- (ii) If required by his Employer, an Employee shall work reasonable overtime, which has been authorized by the Employer. Each hour of overtime work shall be calculated by dividing the monthly rate by Two Hundred and Forty (240) multiplied by one and a half (1 1/2).

13. *Leave*

- (i) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid Annual Leave as a special benefit. This right shall not extend to any employee recruited after 21st December, 1994.
- (ii) (a) **Sick Leave.** - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of more than 2 days, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (b) In the event of an employee not availing himself of his full quota of sick leave, he may, carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.

(c) In the case of an employee whose terms presently permit him to a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

(iii) *Casual Leave.* - All Employees, shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

(iv) Five days leave on full pay shall be allowed each year to such employee on account of religious festivals in accordance with the religious persuasion of such employees. Such leave may not however be taken in continuation with casual leave.

14. *Holidays*

Employees will be entitled to paid holidays on

February 4th	-	Independence Day
April 13th or 14th	-	Sinhala / Tamil New Year Day
May 1st	-	May Day

15. *Gratuity*

Gratuity shall be payable in accordance with the payment of Gratuity Act No. 12 of 1983.

16. *Age of Retirement*

(i) The age of retirement is 58 years, except in the case of staff whose letters of appointment specify a higher retiral age in which event the terms of his letter of appointment shall prevail.

(ii) However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.

(iii) An Employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

(iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

17. *Suspension As a Measure of Punishment.* - 1. Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed 14 days without pay and shall be in writing.

2. Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

18. *Suspension Pending Disciplinary Inquiries.* - 1. An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer, of a charge or charges of misconduct against him, Such suspension shall be in writing.

2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.

3. The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. *Administrative Transfers*

(i) Transfers not involving hardship in relation to schooling of children or employment of a spouse, will subject to the exigencies of service and the requirements of the Employer, be made at the discretion of the management with one month's notice in writing.

- (ii) transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- (iii) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the year prior to his retirement.
- (iv) The provisions of sub-clauses (1), (2), and (3) shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

20. *Annual Increments*

- (i) Annual increments shall be granted automatically on completion of an year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six month of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- (ii) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

21. *Disciplinary Inquiries*

1. An employee may be suspended without pay by his Employer pending an inquiry on a charge, which warrants dismissal or where in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems such measure necessary.
3. An employee is entitled to be furnished with a show cause notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
5. An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

7. Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee's services summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

22. *Variation of Terms and Conditions of Employment and Disputes*

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
2. Any employee enjoying a benefit, which is over and above, the normal entitlement shall continue to enjoy the same as personal to him but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act.
4. If no settlement could be reached in terms of sub clause 3 above, the dispute may be referred to voluntary arbitration. Thereafter in the case of Ceylon Estates Staffs' Union. This provision for voluntary arbitration will not apply to the National Estates Staff Union.

23. *Duty Leave*

- i. Subjects to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- ii. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- iii. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- iv. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries on condition that the total leave availed of jointly by these two office Bearers shall not exceed twelve days in any one year.

PART II

1. The employer undertakes to discuss with unions to resolve any issues relevant to employees in a situation of amalgamation of estates or divisions.

2. *Electricity*

Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Senior Staff	–	140 Units
Junior Staff	–	100 Units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.
Kerosene – Employer shall provide 15 litres kerosene per mensem to those employees resident on estate/Divisions without electricity.

3. *Death Grant*

1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 10,000 as funeral expenses.
2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.

3. If the quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

4. **Medical Aid Scheme** -. A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his / her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement / death or termination of his / her employment from the estate.

5. **Coconut Allowance** -. The employer shall provide 40 coconuts at Re. 1 to members of estate staff (including future recruits) irrespective of what they had been enjoying in the past.

24. Interpretation

Word	Meaning
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the company referred to in as the party of the First Part this Agreement.
Gender	Any reference to the masculine gender shall include the feminine as well.
Union	means either one of the Unions referred to as the party of the Second Part in this Agreement.
Week	a period between midnight on Saturday and midnight on the succeeding Sunday.
Year	continuous period of 12 months.

IN WITNESS HEREOF PARTIES HAVE SET THEIR HANDS ON THIS TWENTY THIRD DAY OF SEPTEMBER, 2005.

ABEYNANDA DIAS
For and on behalf of
Executive Director
Kurunegala Plantations Ltd.

K. A. P. DHARMARATNE
For and on behalf of
President
Ceylon Estates Staffs' Union

M. S. A. H. MOHIDEEN
For and on behalf of
General Secretary
National Estates Services Union

WITNESSES:

G. K. B. DASANAYAKA
Director General
Employers' Federation of Ceylon

NATH AMARASINGHE
General Secretary
Ceylon Estates Staffs' Union

C. KASILINGAM
Assistant Secretary
National Estates Services Union

8A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2006.03.01

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 01.03.2006

SCHEDULE 1

OIC GRADE

<i>Stage</i>	<i>OIC</i> 50×75/-	<i>Senior OIC</i> 25×140 & 25×180
1	5175	5695
2	5250	5835
3	5325	5975
4	5400	6115
5	5475	6255
6	5550	6395
7	5625	6535
8	5700	6675
9	5775	6815
10	5850	6955
11	5925	7095
12	6000	7235
13	6075	7375
14	6150	7515
15	6225	7655
16	6300	7795
17	6375	7935
18	6450	8075
19	6525	8215
20	6600	8355
21	6675	8495
22	6750	8635
23	6825	8775
24	6900	8915
25	6975	9055
26	7050	9235
27	7125	9415
28	7200	9595
29	7275	9775
30	7350	9955
31	7425	10135
32	7500	10315
33	7575	10495
34	7650	10675
35	7725	10855
36	7800	11035
37	7875	11215
38	7950	11395
39	8025	11575
40	8100	11755
41	8175	11935
42	8250	12115
43	8325	12295
44	8400	12475
45	8475	12655
46	8550	12835
47	8625	13015
48	8700	13195
49	8775	13375
50	8850	13555
51	8925	13735

SCHEDULE II

Stage	Existing Scale		15% increase	after increase	Stage	OIC New Scale	Stage of Placement	Placement in the new scale
1	4500		675	5175	1	5175	1	5175
2	4575		686.25	5261	2	5250	3	5325
3	4650		697.5	5348	3	5325	4	5400
4	4725		708.75	5434	4	5400	5	5475
5	4800		720	5520	5	5475	6	5550
6	4875		731.25	5606	6	5550	7	5625
7	4950		742.5	5693	7	5625	8	5700
8	5025		753.75	5779	8	5700	10	5850
9	5100		765	5865	9	5775	11	5925
10	5175		776.25	5951	10	5850	12	6000
11	5250		787.5	6038	11	5925	13	6075
12	5325		798.75	6124	12	6000	14	6150
13	5400		810	6210	13	6075	15	6225
14	5475		821.25	6296	14	6150	16	6300
15	5550		832.5	6383	15	6225	18	6450
16	5625	50	843.75	6469	16	6300	19	6525
17	5700	×	855	6555	17	6375	20	6600
18	5775	75	866.25	6641	18	6450	21	6675
19	5850		877.5	6728	19	6525	22	6750
20	5925		888.75	6814	20	6600	23	6825
21	6000		900	6900	21	6675	24	6900
22	6075		911.25	6986	22	6750	26	7050
23	6150		922.5	7073	23	6825	27	7125
24	6225		933.75	7159	24	6900	28	7200
25	6300		945	7245	25	6975	29	7275
26	6375		956.25	7331	26	7050	30	7350
27	6450		967.5	7418	27	7125	31	7425
28	6525		978.75	7504	28	7200	33	7575
29	6600		990	7590	29	7275	34	7650
30	6675		1001.25	7676	30	7350	35	7725
31	6750		1012.5	7763	31	7425	36	7800
32	6825		1023.75	7849	32	7500	37	7875
33	6900		1035	7935	33	7575	38	7950
34	6975		1046.25	8021	34	7650	39	8025
35	7050		1057.5	8108	35	7725	41	8175
36	7125		1068.75	8194	36	7800	42	8250
37	7200		1080	8280	37	7875	43	8325
38	7275		1091.25	8366	38	7950	44	8400
39	7350		1102.5	8453	39	8025	45	8475
40	7425		1113.75	8539	40	8100	46	8550
41	7500		1125	8625	41	8175	47	8625
42	7575		1136.25	8711	42	8250	49	8775
43	7650		1147.5	8798	43	8325	50	8850
44	7725		1158.75	8884	44	8400	51	8925
45	7800		1170	8970	45	8475	52	9000
46	7875		1181.25	9056	46	8550	53	9075
47	7950		1192.5	9143	47	8625	54	9150
48	8025		1203.75	9229	48	8700	56	9300
49	8100		1215	9315	49	8775	57	9375
50	8175		1226.25	9401	50	8850	58	9450
					51	8925		
					52	9000		
					53	9075		
					54	9150		
					55	9225		
					56	9300		
					57	9375		
					58	9450		

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Singer Industries (Ceylon) Limited, No. 2, 5th Lane, Ratmalana of the one part and Ceylon Mercantile Industrial and General Workers Union (CMU), No. 3, 22nd Lane, Colombo 3 of the other part on 01st August, 2005 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th February, 2006.

Collective Agreement No. 28 of 2005

SINGER INDUSTRIES MANUAL WORKERS' AND FACTORY SUPERVISORY STAFF COLLECTIVE AGREEMENT 2005

This Collective Agreement made and entered into on this *First day of August Two Thousand and Five*, Between Singer Industries (Ceylon) Limited having its registered office at No. 2, 5th Lane, Ratmalana (hereinafter referred to as "The Employer") of the one part and the Ceylon Mercantile industrial and General Workers Union (CMU), being a Trade Union duly registered under the Trade Unions Ordinance, having its registered office at No. 3, 22nd Lane, Colombo 3, (hereinafter referred to as "The Union") of the other part witnesseth:

Whereas the Union has shown to the satisfaction of the Employer that it represents a majority or the employees employed by the Employer in Manual and Supervisory capacity at the Factory at Ratmalana.

Now therefore for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer hereby agree as follows:

01. **Title.**— This Agreement shall be known and referred to as "The Singer Industries Manual Workers and Factory Supervisory Staff Collective Agreement 2005."
02. **Parties to be Covered and Bound.**— This Agreement shall cover and bind by the Employer, the Union and all members of the Union employed by the Employer on monthly contracts in a Manual Capacity and classified as Skilled, Semi Skilled or Unskilled, in accordance with the present scheme of classifications, members of the Union employed in the Supervisory Grades and for whom salary scales have been prescribed in the First Scheduled hereto at the Factory of the Employer at Ratmalana as at the date of signing hereof or any time during the pendency of this Agreement.
03. **Date of Operation and Duration.**— This Agreement shall take effect from the First Day of August, Two Thousand and five and thereafter continue in force unless it is terminated by either party with one month's written notice to the other provided, however, that such notice shall not be given prior to the Thirty First Day of July Two Thousand and Seven and the Agreement shall not stand terminated until Thirty First day of July Two Thousand and Seven.
04. **General Terms and Conditions of Employment**
 - (i) The terms and conditions of this Agreement shall as from the date hereof and during the Continuance in force of this Agreement be deemed to be included in all contracts of service between the Employer and an employee covered and bound by this agreement, whether such contract of service be written or oral, which are subsisting as at the date hereof or shall come into being during the continuance in force of this Agreement.
 - (ii) Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favourable than those to which he would be entitled to under the Agreement, nothing in this Agreement shall be deemed or construed to authorized or permit the Employer to withhold, restrict or terminate such rights or privileges.

05. **Classification of Employees.**— Each employee shall be classified as either (a) Permanent (b) Probationer (c) Apprentice (d) Temporary or (e) Casual. Every employee at the time of his Appointment, Confirmation or Promotion shall be given a written Letter of Appointment, Confirmation or Promotion as the case may be, by the Employer.

06. **Probation.**— Every employee recruited by the Employer shall serve a period of probation of not more than six (06) months. Provided however that if during the six (06) months probationary period the Employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (03) months and in that event the Employer shall indicate to the employee in writing the reasons why the probationary period has been extended. The reasons shall be so stated before expiry of the original period of probation. During the period of probation or extended probation, the Employer shall have the right to terminate the service of the employee without notice, without prejudice to the right of the Union to dispute such termination of services if the Union considers it to be unjustified. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the Employer, the employee shall be deemed to be confirmed in the Employer's service with effect from the day after the date on which the period of probation or extended probation as the case may be ended.

07. **Hours of Work.**— The normal working hours per day shall be 8 3/4 hours inclusive of meal interval of 3/4 hour from Monday to Friday and 5 1/2 hours exclusive of a meal interval on Saturdays. The normal working hours shall be as follows;

- (i) Monday to Friday – 7.00 a.m. to 3.45 p.m. (with a meal interval from 12.00 Noon to 12.45 p.m.)
- (ii) Saturdays – 7.00 a.m. to 12.30 p.m. (there will be no interval for a meal)

The normal work schedule and meal intervals for employees on shift work will be revised in accordance with the requirement on implementation.

Employees shall be allowed a tea break of 15 minutes each in the morning and afternoon, as follows:—

- (a) 8.00 a.m. to 8.15 a.m.
- (b) 2.15 p.m. to 2.30 p.m.

Tea breaks and meal intervals will not be taken into account for purposes of computing production counts and man hours.

The normal hours of work applicable to Canteen and Conservancy Labourers shall be 6.00 a.m. to 2.45 p.m. on Monday to Friday (inclusive of a meal interval of 45 minutes) and 6.00 a.m. to 11.30 a.m. on Saturdays.

Provided however, that the Employer may effect such reasonable charges in the work schedules in case of power stoppages/raw material shortages, urgent maintenance and other exceptional circumstances having due regard to the convenience of employees affected thereby, the employees shall comply with such changes subjects to the right of the Union to raise a dispute in respect of such change in terms of Clause 32 hereof.

08. **Forfeiture of Wages**

Where unless for good cause shown, an employee fails to hold himself available for work throughout the normal working hours, such employee shall forfeit and the Employer shall be entitled to deduct his wages for the period of such failure.

09. **Overtime**

- (a) Overtime work will be performed by an employee as and when and for such period as the Employer may reasonably require, provided that there is no good reason for refusal.
- (b) Overtime i.e. work performed in excess of normal working hours, shall be remunerated at one and a half (1 1/2) times the normal hourly rate.

10. **Weekly Holidays :**

- (i) In respect of each week every employee shall be allowed a holiday on Sunday in that week as the weekly holiday, provided however that if any employee has not worked for a period of at least 28 hours exclusive of any period of overtime work during that week.

Such employee shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with Clause 20 hereof.

(2) In computing the period of 28 hours referred to in sub-clause (1) above, the Employer shall include.

- (a) every holiday or leave allowed by the Employer of the employee as Annual, Casual or Sick leave.
- (b) every public holiday granted by the Employer in terms of Clause 13 hereof.
- (c) every day's absence on any ground approved by the Employer.

(3) The employer may employ any employee on a weekly holiday as and when and for such period as the Employer may reasonably require provided there is no good reason for refusal by such employee subject to the following conditions:-

- (i) A day within the six days succeeding such weekly holiday shall be allowed to that employee as a holiday with remuneration. Provided however that if any employee who is employed on a weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1) then and in such event that employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of Clause 20 in respect of the holiday which shall be allowed to that employee within six (6) days of that weekly holiday. Provided further that in respect of not more than two (2) such weekly holidays in any calendar month the Employer may with the consent of the employee:
 - (a) Instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid pay him one day's wage computed in accordance with the provisions of Clause 20 hereof in lieu of such alternate holiday ; or
 - (b) In case that employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid and employ that employee on the alternate holiday.

(ii) That in respect of work done on such weekly holiday an employee shall be paid as remuneration-

- (a) One and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 20 (i) hereof for the number of hours worked during the first eight (8) hours (exclusive of the meal intervals); and
- (b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 20 (i) hereof for each subsequent hour of work.

11. *Annual Leave*

- (1) Fourteen days Annual Leave shall be allowed to employees in each year in accordance with the present agreed practice, of which seven days shall be set off for the Annual "Shut Down" of the Factory. In the case of employees in the first year of their employment Annual Leave shall be allowed in accordance with the decisions of the Wages Board for the Engineering Trade.
- (2) The balance portion of the Annual leave referred in sub-clause (1) above shall be availed of by any employee with the prior consent and approval of the Employer.
- (3) The Employer shall be entitled to effect an Annual "Shut Down" of the Factory subject to the following conditions:
 - (a) The period of the "Shut Down" shall be decided by the Employer in consultation with the Branch Union.
 - (b) The period of the "Shut Down" shall be limited to incorporate a maximum of seven working days, unless otherwise mutually decided by the Employer and the Branch Union.
 - (c) The number of working days falling during the "Shut Down" will be set off against the Annual leave of each employee. Provided however that if at the time of the "Shut Down" an employee is not entitled to Annual leave, or is not entitled to Annual leave to the extent of the number of working days covered by the period of the "Shut Down", the period of the "Shut Down" or the difference between such employee's entitlement and the period of the "Shut Down" will be on no pay.
 - (d) It shall be a condition that the period of the "Shut Down" shall be a period of compulsory attendance for Tool Room employees. Only employees whose services are specifically required for maintenance work by the employer during the "Shut Down" will be informed two weeks before the "Shut Down".

12. **Casual Leave**

- (a) In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to take on account of private business or other reasonable cause including ill health if that employee's entitlement to Sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for a period or an aggregate of period not exceeding seven (7) days and the Employer shall allow such Casual leave and shall be liable to pay such remuneration. Provided however that no more than two (2) days Casual leave shall be taken at any time save and except upon the ground of ill health. Provided further that any employee shall not be entitled to take Casual leave immediately preceding or immediately following any period of Annual leave. Provided further that in respect of any employee's first year of employment including any period of probation he shall be entitled to Casual leave for that year computed on the basis of one day for each complete period of two month's service.
- (b) Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where the employer finds it difficult to grant an application for Casual leave such difficulty shall be notified to the employee as soon as possible after the application is made and in such case the employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him Casual leave.

13. **Public Holidays.** - (1) The Employer shall allow the following holidays in each year as paid holidays:-

- (i) The Tamil Thai Pongal Day;
- (ii) National Day (February 4th);
- (iii) The day immediately prior to the Sinhala and Tamil New Year day;
- (iv) The Sinhala and Tamil New Year day;
- (v) May Day (May 1st);
- (vi) The day immediately following the Full Moon Poya Day of the Sinhala month of Vesak;
- (vii) Milad-Un-Nabi (Holy Prophet Mohamed's Birthday)
- (viii) Christmas Day.

(2) If any holiday to which an employee is eligible under the provision of Sub-clause (i) hereof falls on a Sunday, a day either in six (6) days immediately preceding or in the six (6) days immediately succeeding such Public Holiday shall be granted to the employee as a weekly holiday in accordance with the provision of Clause 10 hereof.

(3) If any holiday to which an employee is eligible under the provision of Sub-clause (i) hereof falls on a Saturday, the number of hours constituting the normal working day (inclusive of 3/4 hour for meals) on the day immediately preceding such Public Holiday shall be as on a Saturday.

14. **Full Moon Poya Holidays.** - Full Moon Poya day will be a paid holiday for all monthly rated employees covered by this agreement. Any monthly rated employee covered by this agreement who is required to work on this day shall be remunerated at one and half (1 1/2) times the daily rate ascertained in accordance with the provisions of Clause 20(ii) hereof, irrespective of the number of hours worked during normal working hours.

15. **Sick Leave.** - (1) An employee shall be entitled to not less than Twenty One (21) days leave, exclusive of weekly or other holidays, in any one year in case of sicknesses, on full pay, subject to the conditions in Sub-clause (2) hereof.

(2) The employer will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a certificate from a Registered Medical Practitioner:

- (a) Where such period of absence exceeds two (2) days or;
- (b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of ten (10) days in any one year and the employer has reasonable cause for suspicion of the *bona fides* of the application of the employee.
- (c) Where the absence of the employee on grounds of sickness immediately follows or precedes any holiday allowed under Clauses 11, 12 and 13 hereof.

Provided further that any employee who has abused the concession conferred by para (a) above shall be liable to forfeit the same and the employer may by agreement with the Union accordingly withdraw such concessions.

(3) An employee who takes less than twenty one (21) days Sick leave in any one year as prescribed above, shall be entitled to avail himself of the balance entitlement in any succeeding year or years. Provided however, that in no case shall the entitlement of Sick leave on full pay in any one year by reason of such accumulation of Sick leave entitlement exceed 90 days. Provided however, that such accumulated Sick leave shall be availed of only for the following purposes:

- | | | |
|---|---|---|
| (1) Hospitalization | - | only in Government hospitals and subject to production of Medical Certificate from the same hospital |
| (2) Infectious diseases | - | Subject to production of an Official Medical Certificate from the respective M. O. H., P.H.I. or panel Doctor. |
| (3) Accidents at Work | - | For periods not covered by leave under the Workmen's Compensation Ordinance. |
| (4) Other accidents | - | Subject to production of Medical Certificates from the Government Hospital treating the employee or a panel Doctor. |
| (5) As a supplement to leave granted in case of TB/leprosy. Provided further that an employee may avail himself of the accumulated leave for aforementioned purposes before he has exhausted his sick leave entitlement for the current year. | | |

(4) An employee who was in the employment of the Employer prior to the date hereof shall be entitled to accumulated Sick leave as prescribed in sub clause (3) above in respect of any period of employment under the Employer after 1st January, 1979.

16. **Wages.** - The Employer shall as from the *First Day of August 2005* pay wages to the employees in accordance with the scales of consolidated wages set out in the First Schedule hereto.

(i) To ascertain the monthly wages payable to an employee with effect from *1st August 2005* the following provisions shall apply:

(a) A sum of Rs. 2,000 will be added to the wages paid to an employee as at *31st July 2005*.

(b) To the amount arrived at in terms of (a) above a sum of Rs. 10 per each completed year of service per employee as at 31. 07. 2005 will be added. Each employee shall thereafter be placed on the corresponding point in the grade applicable to him in the scales of consolidated wages set out in the First Schedule hereto. In the event of there being no corresponding point the employee shall be placed on the next higher point on the Grade applicable to him.

(ii) With effect from *1st August 2006* the Employer shall increase the wages of the employees by a sum of Rs. 500/- and each employee shall thereafter be placed on the corresponding point in the Grade applicable to him on the scales of consolidated wages applicable at such time.

(iii) At the expiry of every 12 months period commencing from the *First Day of September Two Thousand and five* the scales of the consolidated wages set out in the First Schedule hereto shall be revised by addition to and consolidation with the wages at each stage of each grade of an amount equal to the number of complete points by which the Colombo Consumer's Price Index figure has increased during such twelve month period, multiplied by two (2), and the wages payable to each Employee under this Agreement shall accordingly be increased by a like amounts as from the *First day of September, Two Thousand and Six*.

At the expiry of each twelve month period commencing from the *First Day of September Two Thousand and Five* the scales of consolidated wages revised in the manner prescribed above shall be revised in like manner as from the *First Day of September* of the succeeding year by addition to and consolidation with the wages at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal of the number of complete points by which the Colombo Consumer's Price Index has increased during such preceding twelve month period, multiplied by two (2) and the wage of each employee as from the *First Day of September* of the succeeding year shall be increased by a like amount, during the continuance in force of this Agreement.

- (iv) Employees who are in employment as at the date of signing hereof shall be entitled to a special Non-Recurring lump sum payment representing the amount added to wages of such employees in terms of clause (i) (a) & (b) hereof multiplied by eight (8). This payment shall not be regarded as a part of an employees' wages or earnings and shall not attach any consequential benefits such as EPF, ETF, Bonus or such like.
- (v) If during the continuance in force of the Agreement the Government of Sri Lanka:
 - (01) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the Employer will pay such increases in wages prescribed by such written law and in terms of such written law;
 - (02) Recommends increases in wages, such recommendations will not be applicable to the Employer covered and bound by this Agreement, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

17. **Allowances.**— (a) Each employee shall be paid a shift allowance as agreed in 1997 subject to revision on implementation of shift work.

- (b) The employer agrees to provide the Laundry Facility by making internal arrangements for same. However, the employer may has the option of making an allowance according to the prevailing market price. The said market price will be reviewed only twice a year.
- (c) An employee who is called upon to act for a Charge Hand, Quality Control Inspector, Forklift Operator, Storeman and Canteen Supervisor (only when the Canteen Supervisor is on half day's leave) shall be paid an allowance of Rs. 22.50 per day.
- (d) Employees shall not be entitled to any other allowances.

18. **Increments.**— Annual Increments shall be paid in January or in July of each year as specified in the Letter of Appointment of each employee. The Annual Increments provided in each grade of the scales of consolidated wages in the First Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct an increment is suspended, stopped or deferred in which case an increment is;

- (a) deferred, the loss of increment shall be continuous throughout the year;
- (b) stopped, the loss of increment shall only be for the period of stoppage during the year;
- (c) suspended, the increment is suspended pending a decision to defer or stop the increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

The Management may grant double increments to all employees in any Section, if such Section achieves production targets, quality improvements, reduces scrap as set by the Management.

19. **Productivity.**— The amount of Rs. 875.00 which is given for Productivity, will remain unchanged during the continuance in force of this Agreement.

20. **Wages for Periods Less than One Month.**— For the purpose of this Agreement the wage of any employee for periods less than one month shall be computed in the manner following:

- (i) For one hour : The monthly wage divided by two hundred and forty (240).
- (ii) For one day : The monthly wage divided by thirty (30)
- (iii) For one half day : A days' wage ascertained as above (either morning or evening) divided by two (2)
- (iv) For one week : 1 day's wage ascertained as above multiplied by seven (7).

21. Non Recurring Cost of Living Gratuity

- (a) As the scales of consolidated wages set out in the First Schedule hereto have been fixed on the basis of the Colombo Consumer's Price Index being 3596 an employee shall be entitled to receive and the Employer shall be liable to pay a Non-Recurring Cost of Living Gratuity to employee in service in September each year in respect of the preceding 12 months (i.e. 1st September to 31st August hereinafter referred to as "the qualifying period") commencing from the **First day of September Two Thousand and Five** ascertained in accordance with the under noted formula;

THE FORMULA

If the average of the Colombo Consumers' Price Index for the qualified period exceed 3596 a sum computed at Rupees Two (Rs. 2) for each complete point (i.e. 1.0) by which such average exceeds 3596 in respect of each month of service during the qualifying period.

- (b) When at the expiry of each twelve month period, commencing from the First day of September Two Thousand and Four the scales of consolidated wages have been revised in the manner set out in Clause 16 (3) hereof, the base index figure in the Formula referred to at sub-clause (a) and (b) above for the purpose of calculating the Non Recurring Cost of Living Gratuity shall be increased by the number of points by which the Colombo Consumers' Price Index has risen during each twelve month period as specified in Clause 16(3) hereof.
- (c) The Non-Recurring Cost of Living Gratuity shall be payable by the employer to an employee who is eligible to receive same by virtue of his service under the employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the Non-Recurring Cost of Living Gratuity becomes due in September of any year or he joined the Employer's service during the course of the qualifying year.

22. Provident Fund.— The minimum rates of contribution to the Employee's Provident Fund shall be 12% by the Employer and 8% by the employee, of the employee's earnings as defined by the Employees' Provident Fund Act.

23. Bonus.— (1) The Employer will pay a sum equal to one month's wages to each employee by way of Bonus each year.

(2) If the Employer finds it necessary in his discretion to reduce the quantum of Bonus payment in respect of any year, the Branch Union in the Company may canvass the question of the reduction with the Employer. If the Branch Union is not satisfied by the response of the Employer in the matter, the Union may pursue the matter with the Federation. There upon the Federation will consider the matter and advise the Employer in such manner as the Federation deems fit in the circumstances. If the Union is not satisfied in regard to the quantum of Bonus payment finally decided on by the Employer in the light of the advice given by the Federation, the Union will not pursue the matter further, by any form of Trade Union action or otherwise during the pendency of this Agreement.

(3) Payment of a Bonus, higher than the quantum referred to in Sub-clause (1) above, will be as the sole discretion of the Employer and the payment of such higher Bonus shall not be the subject to any dispute.

(4) Any employee who has ceased to be employed prior to the date of payment of the Bonus referred to herein, shall be entitled to a proportionate payment calculated upto the last completed month of service prior to the termination of his contract. However such employee shall not be entitled to the payment of the proportionate share of the variable Bonus referred to Sub-clause (3), until such time as the variable Bonus is declared by the Management. The Management shall notify such employee the date of payment of such proportional share of the variable Bonus to his last known address.

(5) The Employer and the Union reserve the right to review the provision of this Clause in the event of profit sharing or employee participation in profits becoming compulsory by virtue of any Law. Any dispute arising there from shall be dealt with, as provided in Clause (32) hereof.

24. Promotions.— The following shall be the principles which would guide the Employer on the question of promotions:

- (1) Mere length of service shall not be the sole criterion for promotions and the Employer shall be entitled to take into account other factors such as efficiency, educational qualifications. Where suitability is comparable, seniority shall be given preference.
- (2) Promotions will depend on the availability of vacancies in the Higher Grades and the ability of the employees to perform the duties in the Higher Grade to the satisfaction of the Employer.
- (3) Where an employee is promoted from one grade to another in accordance with the preceding Clause (1) and (2), such employee shall be placed at a wage not less than which he would have received at the next normal increment date, had he remained in the grade from which he is promoted.
- (4) Those who are serving or had served in a particular department in which the vacancy exists, will be given preference, considering the period of such service. If no applicants are available from the department in which the vacancy has occurred applicants will be considered on the basis of (1), (2) and (3) above.

25. **Resignation.**— An employee may resign by giving notice or making payment of wages in lieu of notice, as prescribed in his Letter of Appointment an employee who resigns from his post without giving the stipulated notice or payment in lieu of such notice shall be liable to reimburse the Company the amount due by way of wages in lieu of notice and such amount shall be set off from any amounts due to the employee from the Company.

26. **Transfers.**— (1) An employee may be transferred from one operation to another within the same department if in the opinion of the Employer, there is no other employee in such Department possessed of such skill as is required to carry out the job/operation to which such employee is to be transferred.

- (2) If work is temporarily not available in his own job, an employee will be offered such other work as the Management may so direct within his skill.
- (3) An employee could also be transferred from one Department/Section/Operation to another Department/Section/Operation on the grounds listed below after stating reasons for such transfer:
 - (a) On account of conduct and/or application to work after assigning the specific reason for such a transfer.
 - (b) On consideration of application made by an employee or after an employee express willingness to such a transfer.

27. **Warnings.**— Where the Employer is of the opinion that the conduct of an employee warrants a warning, the same shall be conveyed to the employee by a letter and a duplicate of the said letter shall be signed in acknowledgement by the employee, subject to the right of the Union to raise a dispute in terms of Clause (32) hereof.

28. **Suspension.**— Subject as hereinafter provided, an employee may be suspended without pay by the Employer:

- (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct where such charge or charges relate to:
 - (i) Fraud, theft misappropriation or a like offence by the employee in the course of his employment ;
 - (ii) Abuse, threat or gross insubordination by the employee to the Employer or to any other employee of the Employer, whether such other employee is a member of the Supervisory Staff or otherwise ;
 - (iii) In the event of or in order to avoid a breach of the peace or any disturbance at or about the undertaking of the Employer, or to prevent damage being caused to such undertaking as a result of the conduct of the employee, provided however that the Employer shall be entitled to suspend an employee only for so long as the employee's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the Charges or the Employer carrying on its business ;
- (b) As a punishment for misconduct for a period not exceeding seven (7) working days, after due inquiry.
- (c) If any employee fails to carry out the employer's written instructions ;

At the time of the suspension or within twenty four (24) hours thereof, the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension.

29. **Disciplinary Action**

Where the Employer proposes to proceed against any employee, then ;

- (1) Irrespective of whether, an employee has been suspended under Clause (28) or not the employee shall be furnished with a Show Cause Notice which shall set out the particulars of the charges of misconduct alleged against such employee and such Show Cause notice shall give the employee not less than five (5) working days in which to give the answer or explanation to the charges preferred.
- (2) Within five (5) working days after the date of the Show Cause Notice, the employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable, the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the Show Cause Notice, and where such request is made by an employee to the employer, the employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (3) If the Employer is satisfied with the written answer or explanation of the employee, the employee shall, if he is under suspension forthwith be reinstated and shall be paid all emoluments and entitlement due during the period of such suspension.

- (4) If the Employer is not satisfied with the written answer or explanation of the employee to the Show Cause Notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within fourteen (14) working days from the date of receipt by the Employer of the written answer or explanation to the Show Cause Notice.
- (5) After holding such inquiry, the Employer shall notify the employee of the findings on each of the charges in the Show Cause Notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the Show Cause Notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter, in respect of such charges, and no inference adverse to the employee shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes orders that ;
 - (a) The employee shall not be dismissed, then the employee shall resume employment forthwith and shall, subject to Clause (28) (b) hereof, be paid all emoluments and entitlement due during the period of suspension, irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as the charges in the Show Cause Notice.
 - (b) The employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly employee shall not be paid for the period of such suspension.
 - (c) In view of the serious or involved nature of the charges in the Show Cause Notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore, referred to the Police or other authorities or in view of the serious or involved nature of the charges preferred against the employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances, the employee may remain suspended without pay.

7. If in any case where an employee is suspended as provided for herein, the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of (30) working days from the date of such suspension and to his full remuneration for the period in excess of thirty (30) working days upto the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.

8. In any case, where an employee is suspended as provided herein, the Employer shall make an order under paragraphs (a) to (c) of sub clause (6) within Ninety (90) days of the date of suspension of the employee, unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case, the period of Ninety (90) days be extended for such further time as may be agreed.

30. **Retirement.**— The age of retirement shall be 60 years of age. An employee would also have the right to retire on reaching the age of 55 years or any time thereafter.

31. *Carrying out Employer's Instructions as to Duties*

- (1) If an employee considers that any duty which he is required to perform by the Employer does not fall within the scope of his employment in the Company, the employee shall be entitled to bring such matter to the notice of the Employer. If notwithstanding such notification, the Employer requires the employee to carry out such instructions, then the employee shall be entitled to request the Employer to give him such instructions in writing.
- (2) If the Employer gives the employee such instructions in writing, the employee shall carry out same but without prejudice of the right of the employee or the Branch Union or the Union on his behalf to dispute the same with the employer.
- (3) If the Employer refuses to give such instructions in writing the employee shall be entitled to refuse to carry out such instructions and in that event the Employer shall have no right of action against the employee.
- (4) If the Employer gives such instructions in writing but the employee fails to carry out the same, the Employer shall be entitled to suspend the employee immediately without pay and to take disciplinary action against him without prejudice of the right of the employee or the Branch Union or the Union on his behalf to dispute such suspension or such disciplinary action, as may be taken against the employee as provided in this Agreement.

32. **Grievance and Dispute Procedure:-** Subject to the provisions of clause 34 hereof, in the event of any dispute or grievance other than a dispute or grievance in relation to any kind of Bonus arising between an employee or employees and the Employer, or between the Union and the Employer, the following procedure shall be followed for the settlement of such dispute or in resolving such grievance.

- (a) The employee or the Branch Union representative will, in the First instance, raise the dispute or grievance with the Foreman/ Departmental Manager.
- (b) If the dispute or grievance is not satisfactorily resolved, the employee or the Branch Union representative will then represent matters to the Manager-Human Resources or Assistant Manager-Human Resources, in writing and the Manager-Human Resources/Assistant Manager-Human Resources will discuss the matter with the employee or the Branch Union representative and endeavor to bring about a settlement.
- (c) If no satisfactory solution is arrived at, then the issue in dispute will be discussed by the Branch Union and the Group Director-Human Resources/Factory Director/Managing Director/Chairman.
- (d) If the Union is not satisfied with the decision of the Employer in this matter, the Union may pursue the matter with the Employer's Federation of Ceylon, of which the Employer is a member.
- (e) Nothing contained in Sub-Clause (a) to (d) will prejudice the right of the Union to take up with the Employer or with the Federation any dispute the Union may consider necessary.
- (f) In the event of a dispute or grievance not being resolved or settled under the preceding Sub-Clauses and if the Union or the Employer requests a reference of the dispute under the Section 3(1)(d) of the Industrial Dispute Act and regulations made hereunder for settlement by arbitration, the other party shall consent to such reference.

33. **How Anomalies in the Course of Implementation under this Agreement shall be Dealt with.-** Any anomaly arising from the implementation of this Agreement shall be settled by negotiations between the Employer and the Union or between the Federation and the Union, and if the matter cannot be settled by negotiations, the matter shall be settled by reference to arbitration under Section 3(1)(d) of the Industrial Dispute Act.

34. **Trade Union Action :-** The Union and its members covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute between the Employer on the one hand and the Union and its members and / or any employee or employees covered and bound by this Agreement on the other hand, whether or not such dispute is relative to this Agreement. Provided however, that this Clause shall not apply in respect of any dispute arising out of any breach by the Employer of the provisions of Clause (29), Clause (32) and Clause (35) hereof.

35. **Unfair Labour Practice**

- (a) Any person bound by this Agreement shall not during the currency of this Agreement instigate, support or engage in any unfair labour Practice.
- (b) The Employer will not take any action which is calculated to undermine the existence of the Union in the establishment of the Company.

36. **Variation of Terms and Conditions of Employment or Benefits**

- (a) The Union and its members and employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not seek to vary or add to all or any of the terms and conditions of the employment presently applicable to any of the employees covered by and bound by this Agreement, or all or any of the benefits presently enjoyed by any of the employee covered and bound by this Agreement other than by mutual agreement.
- (b) Subject to the terms of this Collective Agreement, the employer agrees that it shall not seek to vary or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement other than by mutual agreement.
- (c) Any dispute or difference arising from negotiation under the provisions of sub-clauses (a) and (b) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

37. *Union Meetings*

(i) The following provisions shall apply to the meetings of the Branch Union:-

- (a) In respect of each meeting which the Branch Union desires to hold at the Company's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, inter alia one or more of the under mentioned conditions.
 - (i) That no person other than an employee in the service of the company shall be present at the meeting of the Branch Union.
 - (ii) On occasions such as a General Meeting, Office Bearers of the Parent Union may, with the previous approval of the Employer, be present.
 - (iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Branch Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of the Union were granted are duly complied with.
- (d) It shall be the duty of the Branch Union and its Office Bearers to ensure that no damage is caused in the course of or in connection with a meeting of the Branch Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

(ii) ANNUL GENERAL MEETING

Members of the Branch Union will be allowed two (2) hours leave without loss of pay to attend the Annual General Meeting of the Branch Union on a week day on one day in the year provided the Employees agree to a short lunch interval of 20 minutes. On such day, the Factory will be closed at 1.20 p. m. The date of the Annual General Meeting will have to be agreed upon between Employer and the Branch Union taking into account the exigencies of the work in the Factory.

38. *Duty Leave:-*

The following provisions shall apply to duty Leave -

- (a) Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstance warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Branch Union -
 - (i) To be present at discussions and conference held with the Employer or under the aegis of the Department of Labour in connection with a dispute between the Union and the Employer ; or
 - (ii) To attend inquiries before Industrial Courts, Arbitrators Labour Tribunals :

Without loss of wages for such absence.
- (b) The following provision shall apply to meetings of the General Council of the Union :-
 - (i) Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission to members of the General Council of the Union, in order to attend a meeting of the General Council, to leave Office not earlier than 2 O' clock in the afternoon on not more than one occasion in a month without loss of salary for such absence if applications for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the General Council.
 - (ii) For the purpose of paragraph (i) above, the Union shall forthwith furnish the Employer in whose service there are members of the General Council of the Union with a list of such members and keep the Employer informed of all changes therein which may be made from time to time.

- (c) The provisions of the preceding sub-clause (a) and (b) shall not be in derogation of any existing concessions or facilities granted by the Employer to the Branch Union regarding Union meetings.

39. **Check off.-**

- (a) This Clause shall apply to the Employer so long as the Union maintains a membership of not less than forty per centum (40) of the employees of the Employer employed in manual and labouring capacity at the Factory at Ratmalana.
- (b) The Employer shall on the written request of an employee deduct from the wages due to such employee the current monthly Union dues as are specified by the employee to be payable monthly by the employee to the Union and remit the amount so deducted to the Union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (c) Every employee who agrees to the deduction of the Union dues from his wages shall sign an authorization and forward it to the Employer.
- (d) Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect and forwarding the same to the employer.
- (e) As far as practicable, deductions under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- (f) As far as practicable, deductions under an authorization shall cease from the date of receipt of a revocation canceling such authorizations provided however:
- (i) That the Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for the failure to comply with sub-clauses (d) or (e).
- (ii) That at its discretion the Employer shall be entitled not to make deductions by way of Check Off in any month in which the deductions by way of Check Off will together with all other deductions from an employee's wage in that month exceed the deductions permitted by Law.
- (g) The Employer shall, not later than the Tenth Day of each month remit to the Union, dues deducted from the wages of employees in the month immediately preceding, to the Treasure of the Ceylon Mercantile Industrial and General Workers' Union (CMU) in accordance with the tenor of each authorisation, by a cheque payable to the Treasurer hereof, and crossed "account Payee".
- (h) The cheque shall be sent at the risk of the Union and the employees concerned, by post in a pre-paid envelope addressed to the Treasure of the Union at its address for the time being.
- (i) The Treasure of the Union shall promptly acknowledge receipt of the cheque.
- (j) The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the union dues actually deducted.

40. **Definitions:**

The following words shall have the meaning set opposite to them:

Employer	: Singer Industries (Ceylon) Limited
Union	: The Ceylon Mercantile Industrial and General Workers' Union (CMU)
Branch Union	: The Branch Union of the Ceylon Mercantile Industrial and General Workers' Union (CMU) in the Establishment
Federation	: The Employers' Federation of Ceylon
Industrial Disputes Act	: The Industrial Disputes Act, No. 43 of 1950 as Amended
Dispute	: A Dispute or Difference between the Employer and an Employee or between the Employer and the Union on any Matter Covered by this Agreement in Relation to their Employment under the Employer.
Week	: The Period between Midnight on any Saturday and Midnight on the Succeeding Saturday night
Management	: The Chairman, the Managing Director, Directors and Executive staff of the Company
Permanent Employees	: All Employees whose Employment has been confirmed upon Completion of their Probationary Period

Probationers	:	Persons engaged on Trial and whose Appointments have not yet been Confirmed.
Apprentices	:	Trainees Engaged for a specific period and purpose
Temporary Employee	:	A daily paid Employee Recruited for a Specific period or job
Casual Employee	:	A daily paid Employee Recurited on a daily Contract of Employment and whose work is of a casual nature
Employee or Employees	:	Employee / Employees covered and bound by This Agreement.

**THE FIRST SCHEDULE REFERRED TO ABOVE CONSOLIDATED SCALES OF MONTHLY WAGES CONSOLIDATED
AT BASE INDEX OF 3598**

(01) Service Employee:	: Rs. 13,792	Rs. 50×8	=	Rs. 15,489.50
		Rs. 55×10		
		Rs. 57.50 × 13		

(02) Semi Skilled:

Grade I	: Rs. 13862	Rs. 60×31 = Rs. 15,722
Grade II	: Rs. 13,969.50	Rs. 65×21 = Rs. 16,414.50
		Rs. 67.50×16

Employees classified as Semi Skilled Grade I shall be entitled to transfer to Semi Skilled Grade II on completion of four Annual Increments of Semi Skilled Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(03) Counterman:

Grade I	: Rs. 13,862 Rs. 60×31 = Rs. 15,722
Grade II	: Rs. 13,969.50 Rs. 65×21 = Rs. 16,414.50
	Rs. 67.50×16

Counterman classified as in Grade I shall be entitled to transfer to Counterman Grade II on completion of four Annual Increments of Counterman Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(04) Skilled : Rs. 14,052 Rs. 70×12 = Rs. 16,317
Rs. 75×19

(05) Storeman : Rs. 14,052 Rs. 70×12 = Rs. 16,317
Rs. 75×19

(06) Charge Hand:

Grade I	: Rs. 14,297	Rs. 85×21 = Rs. 16,082
Grade II	: Rs. 14,382	Rs. 90×30 = Rs. 17,729.50
		Rs. 92,50×7

Will be eligible for Grade I and II Salary Scales. Transfer to Grade II will be automatic on reaching the maximum of Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(07) Quality Control Inspectors:

Grade I	: Rs. 14,297	Rs. 85×21 = Rs. 16,082
Grade II	: Rs. 14,382	Rs. 90×30 = Rs. 17,729.50
		Rs. 92,50×7

- (i) Will be restricted normally to the above mentioned Grade I scale.
- (ii) Hereinafter, Quality Control Inspector will be in addition to their duties act for Charge Hands as and when necessary, subject to the conditions having been met the Grade 11 scale will be open to this category on reaching the maximum of Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(08) Tool Room Specialists:

Grade I	: Rs. 14,297	Rs. 82.50×21 = Rs. 16,029.50
Grade II	: Rs. 14,382	Rs. 87.50×30 = Rs. 17,007
Grade III	: Rs. 14,527	Rs. 90×28 = Rs. 17,047

Will be eligible for Grade I, II and III Salary Scales. Transfer to Grade II and III will be automatic on reaching the maximum in each Grade irrespectively, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(09) Chief Cook	: Rs. 14,052	Rs. 70×12 = Rs. 16,317
		Rs. 75×19
(10) Cook	: Rs. 13,862	Rs. 60×12 = Rs. 15,817
		Rs. 65×19
(11) Driver	: Rs. 14,052	Rs. 70×12 = Rs. 16,317
		Rs. 75×19
(12) Purchaser	: Rs. 14,382	Rs. 90×22 = Rs. 16,362

(13) Canteen Supervisor:

Grade I	: Rs. 14,297	Rs. 85×21 = Rs. 16,082
Grade II	: Rs. 14,382	Rs. 90×30 = Rs. 17,729.50
		Rs. 92.50×7

Will be eligible for Grade I and II Salary Scales. Transfer to Grade II will be automatic on reaching the maximum of Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(14) Senior Quality Controller:

Grade I	: Rs. 14,382	Rs. 90×22 = Rs. 16,362
Grade II	: Rs. 14,527	Rs. 92.50×30 = Rs. 17,302

- (i) Will be restricted normally to the above mentioned Grade I Scale.
- (ii) Hereinafter, Senior Quality Control Inspectors will be in addition to their duties act for Charge Hands as and when necessary. Subject to this conditions having been met, the Grade II Scale will be open category on reaching the maximum of Grade I unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(15) Electronic Mechanic:

Grade I	: Rs. 13,862/ = - Rs. 60/ - × 31 = Rs. 15, 722/ =
Grade II	: Rs. 13,969/50 - Rs. 65/ = × 21 = Rs. 16,414.50
	Rs. 67.50 × 16

Employees classified as Tv/Audio Electronic Mechanic Grade I shall be entitled to transfer to TV/Audio Electronic Mechanic Grade II on completion of four Annual Increments of TV/Audio Electronic Mechanic Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry. If an employee in this category graded before receiving four Annual Increments in Electronic Mechanic Grade I he will be placed one step ahead in the Electronic Mechanic Grade II.

(16) TV/AUDIO ASSISTANT TECHNICIAN	: Rs. 13,969/50 - Rs. 65/ = × 21 = Rs. 16, 414. 50
	Rs. 67/50 × 16

(17) TV/AUDIO
TECHNICIAN

Grade I : Rs. 13,969/ 50 - Rs. 65/ = $\times 21$ = Rs. 16, 414/ 50
Rs. 67/50 $\times 16$
Grade II : Rs. 14,052/ = - Rs. 70/ = $\times 12$ = Rs. 16,317/ =
Rs. 75/ = $\times 19$

(18) TV/AUDIO LEADING TECHNICIAN

Grade I : Rs. 14,297/ = - Rs. 85/ = $\times 21$ = Rs. 16, 082/ =
Grade II : Rs. 14,382/ = - Rs. 90/ = $\times 30$ = Rs. 17,729/ 50
Rs. 92/ 50 $\times 7$

Will be eligible for Grade I and II Salary Scales. Transfer to Grade II will be automatic on reaching the maximum of Grade I unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(19) FOREMAN AND LEADING HAND

: Rs. 15,172/ = - Rs. 120/ = $\times 28$ = Rs. 18, 532/ =

We certify that the contents of Page 1 (One) to Page 28 (Twenty Eight) both numbers inclusive and from clause 1 (One) to Clause 40 (Forty) both numbers inclusive and First Schedule from Page 1 (One) to Page 6 (Six) both numbers inclusive and enumerated herein are in accordance with what was agreed upon.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNDER AT COLOMBO ON THIS 31ST DAY OF AUGUST, 2005.

FOR AND ON BEHALF OF
THE CEYLON MERCANTILE INDUSTRIAL &
GENERAL WORKERS' UNION (CMU)

FOR AND ON BEHALF OF
THE SINGER INDUSTRIES (CEYLON)
LIMITED

(01)
(BALA THAMPOE)
General Secretary C.M.U.

(01)
(V. G. K. VIDYARATNE)
Factory Director

(02)
(A. P. KANDANAARACHCHI)
Secretary - C. M. U. Branch Union

(02)
(S. A. L. SILVA)
MANAGER-HUMAN RESOURCES

WITNESSES:

WITNESSES:

(01)
(M. B. R. A. FERANDO)
Vice President - C. M. U. Branch Union

(01)
(W. D. D. DEALWIS)
Asst. Director General
Employers' Federation of Ceylon

(02)
(A. D. CHANDRALAL)
Organizing Secretary
CMU Branch Union

(02)
(THANUJA SAMARANAYAKE)
Manager-Sewing Machines